

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. W911RX-04-T-0070	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 08-Mar-2004	PAGE OF PAGES 1 OF 33
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. DDFAES-4049-N007		6. PROJECT NO. F5-00053-4J	
7. ISSUED BY ACA FORT RILEY DIRECTORATE OF CONTRACTING 802 MARSHALL DRIVE PO BOX 2248 FORT RILEY KS 66442-0248 TEL: 785-239-6441 FAX: 785-239-3085		CODE W911RX	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE <div style="text-align: center; font-weight: bold;">See Item 7</div> TEL: FAX:	
9. FOR INFORMATION CALL:	A. NAME KEITH SCHWANKE		B. TELEPHONE NO. <i>(Include area code)</i> (NO COLLECT CALLS) 785-239-2093	
SOLICITATION				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> Repair 48 overhead bay doors in the motor pool For Complete Job Description see: Section C - Descriptions and Specifications Section I - Davis-Bacon Wage Determination Location: Building 8360 Fort Riley, Kansas 66442 Magnitude of Construction Project (Please refer to FAR Clause 36.204) Between \$25,000 and \$100,000. Solicitation Closes on: 26 March 2004 at 2:00 p.m. USING SIMPLIFIED ACQUISITION PROCEDURES FOR THIS PROCUREMENT.				
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>60</u> calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See _____.)</i>				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			12B. CALENDAR DAYS	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>0</u> copies to perform the work required are due at the place specified in Item 8 by <u>02:00 PM</u> <i>(hour)</i> local time <u>26 Mar 2004</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>180</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>		15. TELEPHONE NO. <i>(Include area code)</i>
		16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS	SEE SCHEDULE OF PRICES
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18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐

10 U.S.C. 2304(c)

☐

41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐

29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31A. NAME OF CONTRACTING OFFICER

(Type or print)

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA
BY

31C. AWARD DATE

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Repair overhead doors in motor pool 8360 Repair the 48 overhead bay doors in motor pool building 8360.	1	Lump Sum		

To see complete Quotation/Solicitation please go to following web page:
<http://www.riley.army.mil/Services/Fort/Contracting.asp>
PURCHASE REQUEST NUMBER: DDFAES-4049-N007

Contract Type: FFP

FOB: Destination

Section C - Descriptions and Specifications

SPECIFICATIONS**Project Title: Perform Overhead Door Maintenance, Bay Doors Bldg 8360.****PART 1 DEMOLITION****SCOPE:** Work covered by this section includes furnishing all plant, labor, equipment, materials, and transportation necessary for demolition and disposal required in this project.**APPLICABLE PUBLICATIONS:** Publications listed below form a part of this section to the extent referenced. Publications are referred to in the text by basic designation only. Assume publications to be the most current edition in effect at the time a contract is awarded.**Defense Reutilization and Marketing Office Standard Operating Procedures (DRMO SOP):**

19 Turn In Procedures for Excess Surplus Property.

19A Turn In Procedures for Hazardous Materials/Hazardous Waste.

U.S. Department of Labor Occupational Safety and Health Administration (OSHA) Regulations:

29 CFR 1926.62 Lead in Construction.

SUBMITTALS:**Receipts:** Obtain receipts for all salvable items turned in to Government Agencies and submit copies of the receipts. DD Forms 1348-1 serves as receipt for items turned-in to DRMO.**DD Form 1348-1:** Prepare DD Form 1348-1 in accordance with DRMO SOP 19 and 19A for all items turned-in to DRMO. DD Forms 1348-1 may be obtained from DRMO. Submit copies of DD Form 1348-1.**DEMOLITION AND DISPOSAL:** Demolish or remove from the work site all items designated to be demolished or removed as part of the replacement process, and any other items necessary to accomplish the required work. The plans and specifications may not designate all demolition and removal items existing at the work site. Therefore, prior to beginning demolition or removal work, verify with the COR all items to be demolished or removed and all items to remain. The Contractor is responsible for loading, hauling, and unloading salvage items and debris. The Contractor is also responsible for preparing salvage items for turn in at the DRMO.**Removal:** Carefully remove salvage items to prevent unnecessary damage to items to be salvaged or portions of components and structures to remain. Salvable items shall be removed and protected to prevent unnecessary damage. Items, embedded in concrete or masonry, or which are otherwise nonremovable, shall be neatly cut off at or beneath the surrounding surface. Open piping or conduit shall be capped or plugged, and the surrounding surface repaired as specified. Asphalt and concrete being removed shall be removed along saw cut lines.**Disposition of Salvable and Recyclable Items:** Construction materials, which have salvage or recycling value, or which can be dismantled or removed without damage, shall be turned in at the PW Materials Yard, FN 352; the DES Recycle Center, FN 1980; or the DRMO Yard, FN 1950; as indicated below or as directed by the COR. Unless otherwise indicated, salvable items include: chain link fence components; sheet metal items including siding, flashings, roofing, fasciae, soffits, gutters, and downspouts; metal doors, door frames, builder's hardware, and windows; metal toilet and bath accessories; metal toilet partitions; appliances; metal pipe, pipe fittings, and valves all with insulation removed; metal plumbing fixtures and serviceable vitreous china plumbing fixtures; fire protection

equipment and appurtenances; HVAC equipment and appurtenances; and electrical components, equipment, and fixtures.

Salvable Items: Turn in scrap metal, and other salvable items indicated above at DRMO in accordance with DRMO SOP 19.

Recyclable Materials: Turn in recyclable material at the DES Recycle Center.

Disposition of Nonsalvable and Nonrecyclable Items: Construction materials and debris, which will have no salvage or recycling value because of the type of material or the procedures required for dismantling or demolition, shall be disposed of at the Riley County Transfer Station or other off-post landfill; the DES Compost Area, vicinity of FN 1980; or the PW Demolition and Construction Debris Landfill (PWDCDL) located in the Campbell Hill Quarry 2 miles north of Camp Funston; as indicated below or as directed by the COR. Use of the DES Compost Area and PWDCDL shall be coordinated with the COR. Unless otherwise indicated, nonsalvable items include: refuse; vegetative waste; tires; miscellaneous concrete and masonry items; wood and wood products; nonmetallic roofing materials; wood doors, door frames, windows, trim, and glazing; gypsum wallboard, plaster, and acoustical ceiling board; floor and wall coverings; and nonmetallic plumbing, mechanical, and electrical components.

Refuse: Place only ordinary refuse in dumpsters. No vegetative waste, construction and demolition waste, tires, recyclable materials, salvable items, or hazardous materials or waste will be placed in dumpsters. Large amounts of refuse shall be delivered to an off-post landfill and fees paid by the Contractor.

Construction and Demolition Waste: Dispose of debris contaminated soil, rock, concrete, masonry, wood, etc. at the PWDCDL.

Hazardous Materials and Hazardous Wastes: Turn in hazardous materials and hazardous wastes at DRMO in accordance with DRMO SOP 19A.

DRMO Turn In Procedures: When items are being turned in to DRMO, prepare the items for turn in, in accordance with DRMO SOP 19 and 19A. DRMO procedures include the following:

Location and Hours of Operation: FN 1950, Camp Funston, Hours 7:00-11:00 a.m., Monday thru Thursday except Federal Holidays.

Alternate Turn In Schedule: When large quantities of items are being turned in, generating activities shall contact DRMO Receiving Coordinators, as appropriate, to advise the number of truckloads scheduled and turn in date. DRMO Receiving Coordinators can be reached at 239-6202.

Documentation: All items must be accompanied by properly prepared turn in documents (DD Forms 1348-1). The forms shall be prepared with a minimum of one original and 4 copies. The first three copies will be used for processing the items into the accounting system. The fourth copy will be proof of delivery copy to acknowledge receipt and be returned to the Contractor. The official receipt copy will be returned upon completion of processing the items into the accounting system. The Contractor is advised to obtain a copy of DRMO SOP 19 and 19A for instructions on completing the Form.

Segregation of Metals: Segregate scrap metal by type and thickness.

Palletizing and Banding: Palletize and band salvable items on 4 by 4 foot pallets as required. Pallets shall be supplied by the Contractor.

Unloading Material at DRMO: Unload salvable items at DRMO.

Cutting: Accomplish cutting using power tools and equipment which are best suited for the task being accomplished and least likely to damage adjoining or adjacent surfaces.

Patching: Patch adjoining or adjacent surfaces using materials which match the existing materials. Joints and seams shall be durable and as invisible as possible. Restore finishes of patched areas to match the existing finishes.

LEAD-BASED PAINT (LBP): Lead-based paint may be encountered in the building(s) in this project. All painted surfaces will be treated as though they have been coated with lead-based paint and compliance with OSHA regulations for handling is required. If cutting or any other operation is necessary which could cause particles to become airborne, paint shall be removed by acceptable methods prior to the operation. No sanding of existing painted surfaces will be allowed. A certified contractor shall perform lead based paint abatement. The following shall be submitted to the contracting Officer prior to commencing lead abatement: Contractor certificate, workers certificates and KDHE notification. Copies of all KDHE reports shall be submitted to the Contracting Officers when they are submitted to the KDHE.

CLEANUP: Remove debris and perform general cleanup of the work site at the end of each workday and upon completion of the required work. Ensure that waste and debris at the work site does not blow off the site. Be responsible for immediate cleanup of spillage wherever it might occur.

PART 2 OVERHEAD DOORS

The work covered by this section includes furnishing all plant, labor, equipment, materials, and transportation necessary for installation of overhead doors and door operators required in this project.

APPLICABLE PUBLICATIONS: The publications listed below form a part of this section to the extent referenced. Publications are referred to in the text by basic designation only. Publications shall be assumed to be the most current edition in effect at the time a contract is awarded.

Aluminum Association (AA) Publication:

45 Designation System for Aluminum Finishes.

American Society for Testing and Materials (ASTM) Publications:

A36/A36M Structural Steel.

A53 Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.

A123 Zinc (Hot-Dip Galvanized) Coating on Iron and Steel Products.

A229/A229M Steel Wire, Oil-Tempered for Mechanical Springs.

A525 Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process.

A526/A526M Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, Commercial Quality.

A568/A568M Steel, Sheet, Carbon, and High-Strength, Low-Alloy, Hot-Rolled and Cold-Rolled.

- A569/A569M Steel, Carbon (0.15 Maximum Percent), Hot-Rolled Sheet and Strip, Commercial Quality.
- B209 Aluminum and Aluminum-Alloy Sheet and Plate.
- B221 Aluminum-Alloy Extruded Bar, Rod, Wire, Shape, And Tube.
- C236 Steady-State Thermal Performance of Building Assemblies by Means of a Guarded Hot Box.
- E84 Surface Burning Characteristics of Building materials.
- E283 Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors.
- E330 Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
- E331 Water Penetration of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
- E547 Water Penetration of Exterior Windows, Curtain Walls, and Doors by Cyclic Static Air Pressure Differential.

National Association of Garage Door Manufacturers (NAGDM) Publications:

- 102 Sectional Overhead Type Doors.

National Electrical Manufacturers Association (NEMA) Publication:

- ICS 2 NEMA and IEC Devices for Motor Service.
- ICS 6 Enclosures for Industrial Control and Systems.
- MG 1 Motors and Generators.

National Fire Protection Association (NFPA) Publications:

- 80 Fire Doors and Windows.
- 101 Code for Safety to Life from Fire in Buildings and Structures.

SUBMITTALS:

List of Materials: The Contractor shall submit a certified list of materials or manufacturer's descriptive literature for all major materials proposed for use in work under this section.

Installation, Operation, and Maintenance Instructions: The Contractor shall submit manufacturer's written installation, operation, and maintenance instructions.

Shop Drawings: The Contractor shall submit shop drawings for the fabrication and installation of sectional metal overhead doors and door operators. Shop drawings shall include elevations and sections, size and thickness of materials, fasteners and method of anchoring, and the location of hardware and accessories.

PRODUCTS

MATERIALS: Materials furnished under this section shall be standard products of manufacturers regularly engaged in the production of the items, and the most current design which conforms to the requirements specified.

SECTIONAL METAL OVERHEAD DOORS: Sectional metal overhead doors shall conform to NAGDM 102 and the requirements below. Sectional metal overhead doors shall meet or exceed the minimum performance standards set forth in NAGDM 102 when tested in accordance with ASTM C236, E283, E330, and E331. Doors and hardware shall be designed for 50,000 openings. Door components shall be fabricated from steel conforming to ASTM A36/A36M, A53, A568/A568M, A569/A569M, A525 and A526 and/or aluminum conforming to ASTM B209 and B221. Galvanizing shall conform to ASTM A525, coating designation G90 for steel sheets, and ASTM A123 for assembled steel products. Aluminum extrusions shall be 6063-T6. Aluminum sheet shall be alloy and temper best suited for the purpose. Doors shall be the size, type, material, finish, and fire rating which match the doors being replaced.

Door Sections: Door sections shall be of the height indicated or the manufacturer's standard but in no case shall the height of an intermediate section exceed 24 inches. Bottom sections may be varied to suit door height but shall not exceed 30 inches in height. Doors shall be trussed or reinforced to withstand wind loads and dead loads. Meeting rails shall have interlocking joints to provide weatherproof closure and to assure alignment for the full width of the door. Insulated door sections shall be insulated with fibrous glass or cellular plastic insulation to provide a calculated U-value through the panel of 0.15 or less. Insulation shall have a flame spread rating of not more than 75 and a smoke development factor of not more than 150 when tested in accordance with ASTM E84.

Insulated Sections: Door sections shall be constructed of aluminum sheets of 0.020-inch minimum thickness, bonded to both faces of the insulation core. Insulation may be foamed in place to completely fill the space between the facing sheets. The bond strength between facing sheets and insulation core shall be sufficient to prevent delaminating under wind-load conditions. Full-length panels shall be roll-formed to provide interlocking joints at meeting rails. Intermediate length panels shall be installed in a frame using 0.060-inch extruded aluminum for rails and end stiles and 0.050-inch for intermediate stiles. R values a minimum of 7.5.

Steel Doors: Door sections shall be formed of hot-dipped galvanized steel. Galvanizing shall conform to ASTM A123 for assembled steel products and ASTM A525, coating designation G60 for 24- gauge steel sheets.

Panel Sections: Panels shall be constructed of galvanized steel not lighter than 24-gauge with longitudinal integral reinforcing ribs and flat bottom V-grooves.

Tracks: Tracks shall be the manufacturer's standard 3-inch track, formed of galvanized steel not lighter than 12-gauge. Vertical tracks shall be attached to continuous steel angles not lighter than 11-gauge, installed on the walls, and shall be inclined through the use of adjustable brackets to provide a weather tight closure. Horizontal track shall be reinforced with galvanized-steel angles and shall be supported from overhead structural members and cross-braced as required to provide a rigid installation.

Hardware: Heavy-duty hinges, brackets, rollers, locking devices, and all other hardware required for a complete installation shall be provided. Roller brackets and hinges shall be of minimum 13-gauge galvanized steel, and shall be securely attached to panels with through bolts or with bolts into minimum 10-gauge nut plates. Double hinges

shall be provided at ends of panels for doors more than 10 feet wide. Rollers shall be provided with a minimum of 10 ball bearings. Doors shall be reinforced at roller-hinge connections.

Finish: New metal sectional overhead doors and door replacement components even though they may be factory prefinished shall be painted to match other doors on the building on which they are being installed.

Steel: Exposed galvanized surfaces shall be shop-primed. Prior to receiving primer, all surfaces shall be cleaned thoroughly and phosphate-treated to assure maximum paint adherence. Primer shall be a metallic oxide or synthetic resin primer of the manufacturer's standard type and shall be applied by dipping or spraying. Exposed galvanized surfaces shall be coated with the manufacturer's standard epoxy primer and baked-on acrylic or polyester finish.

Design Loads: Doors and components shall be designed to withstand the minimum design wind load of 20 pounds per square foot. Doors shall be constructed to sustain a superimposed load, both inward and outward, equal to 1-1/2 times the minimum design wind load. When tested in accordance with the static air pressure test procedures of ASTM E330, the door shall support the superimposed loads for a minimum period of 10 seconds without evidence of serious damage and shall be operable after conclusion of the tests. As an option, tests shall be conducted using an equivalent uniform static load. The uniform static load test specimen shall be supported using guides, endlocks, and windlocks as required for project installation. Recovery shall be at least 3/4 of the maximum deflection within 24 hours after the test load is removed.

Manual Hand-Chain Operation: Operation shall be by means of a galvanized, endless chain operating over a sprocket and extending to within 3 feet of floor. A device shall be provided for locking the chain. Reduction shall be provided by use of roller chain and sprocket drive or suitable gearing, to reduce the pull required on hand chain to not over 35 pounds. Gears shall be high grade gray cast iron. Provisions shall be made for the future installation of electric power operation.

Electric Power With Auxiliary Chain Hoist Operation: Electric power operators shall be heavy-duty industrial type. Acceptable evidence shall be furnished to demonstrate that the unit will operate the door through minimum number of specified cycles. The electric power operator shall be complete with electric motor, reduction gears, magnetic brake, brackets, push button controls, limit switches, magnetic reversing starter, and all other accessories necessary. The operator shall be so designed that the motor may be removed without disturbing the limit-switch timing and without affecting the emergency chain operator. The power operator shall be provided with a slipping clutch coupling to prevent stalling of the motor. Doors shall be provided with an auxiliary operator for immediate emergency manual operation of the door in case of electrical failure. The emergency manual operating mechanism shall be so arranged that it may be operated from the floor without affecting the timing of the limit switches on rolling steel doors or high lift doors. A mechanical device shall be included that will disconnect the motor from the drive operating mechanism when the auxiliary operator is used. Where control voltages differ from motor voltage, a control voltage transformer shall be provided in and as part of the starter. Control voltage shall be 120 volts or less.

Counterbalance Assembly Springs: Counterbalance springs shall be fabricated from steel wire conforming to ASTM A229 and be oil-tempered helical-wound torsion-type. Springs shall be installed within the barrel and shall be capable of producing sufficient torque to assure easy operation of the door curtain. Access shall be provided for spring tension adjustment from outside of the bracket without removing the hood. Rotating components shall incorporate ball bearings.

Counterbalance Assembly Barrel: Barrel shall be steel pipe or commercial welded steel tubing of proper diameter for the size of curtain. Deflection shall not exceed 0.030 inch per foot of span. Ends of the barrel shall be closed with cast-iron or steel plugs, machined to fit the pipe.

Brackets: Brackets shall be of heavy cast-iron or steel to close the ends of the roller-shaft housing, and to form a supporting ring for the hood. Bracket hubs or shaft plugs shall have sealed pre-lubricated ball bearings.

Hood: Hood shall be not lighter than 24 gauge primed and painted steel or 0.032 inch aluminum formed to fit contour of the end brackets, and reinforced with steel rods or rolled beads at top and bottom edges. Hoods for openings more than 12 feet in width shall have intermediate supporting brackets.

Finish: Slats, bottom bars, and hoods of exterior doors shall be hot-dip galvanized and shop primed. Other parts of coiling doors, except faying surfaces, shall be shop-primed. New metal overhead coiling and door replacement components even though they may be factory prefinished shall be painted to match other doors on the building on which they are being installed.

Primed Finish: Surfaces shall be thoroughly cleaned and treated to assure maximum paint adherence. Exposed surfaces shall be given a factory dip or spray coat of rust-inhibitive metallic oxide or synthetic resin primer.

Galvanized and Shop-Primed Finish: Surfaces shall have a zinc coating, a phosphate treatment, and a shop-prime coat of rust-inhibitive paint. The galvanized coating shall conform to ASTM A525, coating designation G90 for steel sheets, and to ASTM A123 for assembled steel products. The prime coat shall be a type especially developed for materials treated by phosphates and adapted to application by dipping or spraying. Damaged zinc-coated surfaces shall be repaired by the application of galvanizing repair paint and spot primed.

Aluminum Finishes: Aluminum shall have a mill finish; a clear anodized finish, AA-M10C22A41, in accordance with AA45; or manufacturer's standard epoxy enamel finish; as appropriate.

Weatherstripping: Doors shall be fully weatherstripped and have weatherproof joints between slats or panels. A neoprene weather baffle shall be installed inside the hood or at the door head. Jambs shall have neoprene or vinyl bulb type, leaf type, or nylon-brush type weatherstripping. Bottom edge of the door shall have a compressible neoprene or vinyl weather seal. Weatherstripping shall be adjustable and easily replaceable without special tools. On electric power operated doors, the bottom seal may be a combination weather seal and safety device.

Electric Door Operators: Electric door operators shall be the type, capacity, and electrical supply rating which match the door operator being replaced.

Motors: Drive motors shall conform to NEMA MG 1, shall be high-starting torque, reversible type, and shall be of sufficient horsepower and torque output to move the door in either direction from any position at a speed of not less than 3/4 foot per second without exceeding the rated capacity. Motors shall be suitable for operation on the existing electrical supply and shall be suitable for across-the-line starting. All motors shall be designed to operate at full capacity over a supply voltage variation of plus or minus 10 percent of the motor voltage rating.

Controls: Each door motor shall have an enclosed reversing across-the-line type magnetic starter having thermal overload protection, solenoid operated brake, limit switches, and remote control stations. The control equipment shall conform to NEMA ICS 2. Enclosures shall conform to NEMA ICS 6, Type 12 (industrial use), Type 7 or 9 in hazardous locations, or as otherwise indicated. Control stations shall be of the three push-button type, with the controls marked "OPEN," "CLOSE," and "STOP." The "OPEN" and "STOP" controls shall be of the momentary contact type with seal-in contact. The "CLOSE" control shall be of the momentary contact type. When the door is in motion and the "STOP" control is pressed, the door shall stop instantly and remain in the stop position; from the stop position, the door shall be operable in either direction by the "OPEN" or "CLOSE" controls. Controls shall be of the full-guarded type to prevent accidental operation. Readily adjustable limit switches shall be provided to automatically stop the doors at their fully open and closed positions.

Safety Device: The bottom edge of doors shall have a pneumatic safety device that will immediately reverse the door movement upon contact with an obstruction and cause the door to return to its full open position. The safety device may be a combination compressible weather seal and safety device. The safety device shall not substitute for a limit switch.

FASTENERS: Fasteners for door and door component installation shall be cadmium or zinc plated steel, stainless steel, or other noncorrosive metal.

EXECUTION**GENERAL: The Contractor shall repair the listed 48 overhead doors in Building 8360:**

- Bay 01. Oil, service, and adjust the door and chain hoist for best possible operation. Replace 6 hinges and 6 rollers.
- Bay 02. Remove and replace on bottom and one intermediate section, 6 ea hinges and 6 ea rollers. Then oil, service and adjust the door and chain hoist for best possible operation.
- Bay 03. Oil, service, and adjust the door and chain hoist for best possible operation. Replace 6 hinges and 6 rollers.
- Bay 04. Remove and replace one bottom and one intermediate section, 6 ea hinges and 6 ea rollers, then level the door, Oil, service and adjust the door and chain hoist for best possible operation.
- Bay 05. Oil, service, and adjust the door and chain hoist for best possible operation. Replace 6 hinges and 6 rollers.
- Bay 06. Replace 2 ea 3" struts, chain hoist, 6 ea rollers, and 6 ea hinges. Then oil, service and adjust the door for best possible operation.
- Bay 07. Oil, service, and adjust the door and chain hoist for best possible operation. Replace 6 hinges and 6 rollers.
- Bay 08. Oil, service, and adjust the door and chain hoist for best possible operation. Replace 6 hinges and 6 rollers.
- Bay 09. Replace one chain hoist, 6 hinges, and 6 rollers. Then oil, service, and adjust the door for best possible operation.
- Bay 10. Oil, service, and adjust the door and chain hoist for best possible operation. Replace 6 hinges and 6 rollers.
- Bay 11. Remove and replace on bottom and one intermediate section, 6 ea hinges and 6 ea rollers. Then oil, service and adjust the door and chain hoist for best possible operation.
- Bay 12. Oil, service, and adjust the door and chain hoist for best possible operation. Replace 6 hinges and 6 rollers.
- Bay 13. Oil, service, and adjust the door and chain hoist for best possible operation. Replace 6 hinges and 6 rollers.
- Bay 14. This is a rolling door. There is an operator problem because of the intermittent operation. Adjust the door and operator for proper operation. If operator is not repairable submit a quote to replace the operator.
- Bay 15. Oil, service, and adjust the door and chain hoist for best possible operation. Replace 6 hinges and 6 rollers.
- Bay 16. Oil, service, and adjust the door and chain hoist for best possible operation. Replace 6 hinges and 6 rollers.
- Bay 17. Oil, service, and adjust the door and chain hoist for best possible operation. Replace 6 hinges and 6 rollers.
- Bay 18. Oil, service, and adjust the door and chain hoist for best possible operation. Replace 6 hinges and 6 rollers.
- Bay 19. Replace the chain hoist, top fixtures, 6 hinges, and 6 rollers. Then oil, service and adjust the door for best possible operation.
- Bay 20. Straighten the track and level the door. Then replace 6 rollers, 6 hinges. Then oil, service, and adjust the door and chain hoist for best possible operation.
- Bay 21. Oil, service, and adjust the door and chain hoist for best possible operation. Replace 6 hinges and 6 rollers.

Bay 22. Replace one 18' strut, 6 hinges, and 6 rollers. Then oil, service, and adjust the door and chain hoist for best possible operation.

Bay 23. Oil, service, and adjust the door and chain hoist for best possible operation. Replace 6 hinges and 6 rollers.

Bay 24. Oil, service, and adjust the door and chain hoist for best possible operation. Replace 6 hinges and 6 rollers.

Bay 25. Remove and replace 1ea bottom section, 1ea intermediate section, 6 ea hinges, and 6-ea roller. Then inspect the shaft for bad bearings. If bearings and shaft need to be replaced submit an estimate to replace the shaft and bearings. Then oil, service, and adjust the door and chain hoist for best possible operation.

Bay 26. Replace one 18' strut, 6 hinges, and 6 rollers. Then oil, service, and adjust the door and chain hoist for best possible operation.

Bay 27. Remove and replace 1ea bottom section, 1ea intermediate section, 2 ea 3" struts, 6 ea hinges, and 6 ea rollers. Then adjust the springs, level the door, oil, service, and adjust the door and chain hoist for best possible operation.

Bay 28. Oil, service, and adjust the door and chain hoist for best possible operation. Replace 6 hinges and 6 rollers.

Bay 29. Install new bottom retainer and weather-strip. Then replace 6 ea rollers and 6 ea hinges, straighten the track, and oil, service, and adjust the door and chain hoist for best possible operation.

Bay 30. Oil, service, and adjust the door and chain hoist for best possible operation. Replace 6 hinges and 6 rollers.

Bay 31. Replace one chain hoist, 6 hinges, and 6 rollers. Then oil, service, and adjust the door for best possible operation.

Bay 32. Remove and replace on bottom and one intermediate section, 6 ea hinges and 6 ea rollers. Oil, service and adjust the door and chain hoist for best possible operation.

Bay 33. Oil, service, and adjust the door and chain hoist for best possible operation replacing, 6 hinges and 6 rollers.

Bay 34. Oil, service, and adjust the door and chain hoist for best possible operation replacing, 6 hinges and 6 rollers.

Bay 35. Replace one chain hoist, 6 hinges, and 6 rollers. Then oil, service, and adjust the door for best possible operation.

Bay 36. Oil, service, and adjust the door and chain hoist for best possible operation replacing, 6 hinges and 6 rollers.

Bay 37. Replace one 18' strut, 6 hinges, and 6 rollers. Then oil, service, and adjust the door and chain hoist for best possible operation.

Bay 38. Replace one 18' strut, 6 hinges, and 6 rollers. Then we will oil, service, and adjust the door and chain hoist for best possible operation.

Bay 39. Replace one 18' strut, 6 hinges, and 6 rollers. Then oil, service, and adjust the door and chain hoist for best possible operation.

Bay 40. Adjust the springs, level the door, replace 6 hinges, and 6 rollers. Then oil, service, and adjust the door and chain hoist for best possible operation.

Bay 41. Replace the chain hoist, 1 pr bottom fixtures, 6 ea rollers, and 6 ea hinges. Lever door. Then oil, service, and adjust the door and chain hoist for best possible operation.

Bay 42. Oil, service, and adjust the door and chain hoist for best possible operation. Replace 6 hinges and 6 rollers.

Bay 43. Oil, service, and adjust the door and chain hoist for best possible operation. Replace 6 hinges and 6 rollers.

Bay 44. Oil, service, and adjust the door and chain hoist for best possible operation. Replace 6 hinges and 6 rollers.

Bay 45. Remove and replace 1 ea bottom section, 6 ea rollers, 6 ea hinges, and 1 ea chain hoist. Then oil, service and adjust the door for best possible operation.

Bay 46. Oil, service, and adjust the door and chain hoist for best possible operation replacing, 6 hinges and 6 rollers.

Bay 47. Adjust the springs, level the door, replace 6 hinges, and 6 rollers. Then oil, service, and adjust the door and chain hoist for best possible operation.

Bay 48. Install new bottom retainer and weather-strip. Then replace 6 ea rollers and 6 ea hinges, straighten the track, and oil, service, and adjust the door and chain hoist for best possible operation.

INSTALLATION: Repair of overhead sectional doors and door operators shall be accomplished in accordance with the manufacturers written installation instructions and the Contractor's approved shop drawings.

ELECTRICAL WORK: All conduit and wiring necessary for proper operation shall be provided in accordance with National Electrical Code.

CLAUSES INCORPORATED BY FULL TEXT

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for –

March 12, 2004 at 10:00am

(c) Participants will meet at –

Bldg. 802, Marshall Air Field, Fort Riley, KS, 66442

If you are interested in attending the site visit, please acknowledge your company and how many might attend. Acknowledgements or questions may be sent to docinvoices@riley.army.mil addressed to Keith Schwanke.

Name: Keith Schwanke

Address: 802 Marshall Drive, Fort Riley, KS 66442

Telephone: 785-239-2093

Email: schwankekg@riley.army.mil

(End of provision)

Section F - Deliveries or Performance

ADDITIONAL INFORMATION

This contract will be solicited and awarded using Simplified Acquisitions Procedures. Contract will be awarded on price only. This is NOT a sealed bid solicitation. There will be no evaluation factors and no discussion.

Please refer to order number on all correspondence, invoices, shipping documents, shipping labels and shipping containers.

PROPER INVOICE INFORMATION REQUIREMENTS

If the following information does not appear on your invoice, the pay station will return your invoice for correction and payment will be delayed.

- * Name and address of vendor or contractor.
- * Invoice date, invoice number, account number, and/or other identifying number agreed to by contract.
- * Government contract number. Include delivery order number if applicable.
- * Contract line item number (CLIN), description, price, quantity of goods and/or services rendered, unit of measure, unit price and extended price of the items delivered or services rendered.
- * Shipping information (unless mutually agreed that this information is only required in the contract). Include shipping number and date of shipment. If shipped on Government bill of lading, include the bill of lading number and weight of shipment.
- * Payment terms (unless mutually agreed that this information is only required in the contract) Terms of any discount for prompt payment offered.
- * Contact name, title and telephone number to notify in event of defective invoice.
- * Other substantiating documentation or information required by the contract.

For Credit Card Payment, contact **Keith Schwanke** at 785-239-2093. Submit all credit card invoices electronically to the following e-mail address: DOCINVOICES@riley.army.mil Electronic means is the preferred method for invoice submittal; however, invoices received by fax or mail will be acceptable. If mailed, please address to 802 Marshall Loop, P.O. Box 2248, Fort Riley, Kansas 66442. Fax an invoice to 785-239-8978. Credit card payments will only be conducted via telephone.

For payment by Electronic Funds Transfer submit invoices to: DFAS , Lawton OPLOC, 4700 Mow Way Rd, Dept 1791, Fort Sill, OK 73503-1791.

You must be registered in the Central Contractor Registration (CCR) database and registration must be kept current. This information for submission of a proper invoice can be found at FAR clause 52.212-4 and the following web site: http://www.access.gpo.gov/nara/cfr/waisidx_01/5cfr1315_01.html

Important Delivery Information

At the present time and until further notice ALL delivery trucks must enter Fort Riley, KS through the 12th Street entrance into Camp Funston. This is the ONLY entrance deliver trucks may use. You may access the 12th Street gate from KS Highway 18, North of the Kansas River bridge. If you are traveling on I-70, 12th Street is accessible from I-70 Exit 303. All Drivers and passengers must be prepared to present a valid Driver's License/photo ID, current vehicle registration, and proof of insurance.

Deliveries are not accepted after 3:30 p.m.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	60 dys. ADC	1	SEE SCHEDULE SEE LINE ITEM DETAIL ITEMS TO BE DELIVERY OR PERFORM THE PROJE FORT RILEY KS 66442 FOB: Destination	W911RX

Section G - Contract Administration Data

NOTES TO BID**Notes to Bid Schedule****This section must be filled out and returned with offer.**

Preferred method of payment is by Government Commercial Purchase Card although **not mandatory** to bid.

Selection of Payment

The offeror agrees to accept the Government Commercial Purchase Card.

_____ Yes _____ No

If the offeror accepts the Government Commercial Purchase Card as the method of payment:

- (1) The use of the Government Commercial Purchase Card will result in no additional charges above the pricing indicated on the bid schedule.
- (2) If paid by Government Commercial Purchase Card, submit all invoices electronically to docinvoices@riley.army.mil or faxed to appropriate contract administrator if offeror does not have e-mail capability. The fax number is 785-239-6743. The contractor will be notified telephonically by the Government within 5 working days from receipt of receiving report (proof of delivery or service completed) from the activity with respect to payment.

If the offeror does not elect to receive payment by Government Commercial Purchase Card:

- (1) Payment will be made by Defense Finance and Accounting Service (DFAS), via Electronic Funds Transfer (see Clause 52.212-5(b)(23).
- (2) Payment will be made by the DFAS listed in the "Payment Will Be Made By" block on front of the contract.
- (3) All invoices must be submitted to the DFAS address listed in the "Payment Will Be Made By" block on front of the contract.

Payment Discounts

The contractor may agree to a discount offered to the Government for prompt payment. See 52.212-4 (i) Payment, for discount payment information. Make a selection below if you agree or do not agree.

_____ Yes, contractor agrees to offer the Government a prompt payment discount of _____% for _____ days, Net 30. This discount will be deducted from total invoice price if payment is made within discount period.

_____ No, contractor does not agree to offer the Government any discounts for prompt payment.

DUNS Number: _____ Cage Code: _____ GSA Number: _____

Signature: _____ Date: _____

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.246-12	Inspection of Construction	AUG 1996
252.204-7004	REQUIRED CENTRAL CONTRACT REGISTRATION	FEB 1999

CLAUSES INCORPORATED BY FULL TEXT

52.000-4000 ALTERNATE DISPUTES RESOLUTION

In furtherance of Federal policy and the Administrative Dispute Resolution Act of 1990 (ADR Act), Public Law 101-552 and FAR Clause 52.233-1, Subparagraph (d) (2) (1) (B) (2), the Contracting Officer will try to resolve all post award acquisition issues in controversy by mutual agreement of both parties. Interested parties are encouraged to use alternative dispute resolution procedures to the maximum extent practicable, in accordance with the authority and requirements of the ADR Act.

52.000-4004 HOURS OF OPERATION

Normal working hours are between 7:30 a.m. to 4:00 p.m., Monday through Friday excluding Federal Holidays. Currently Custer Hill is closed to vehicular traffic Monday through Friday except on Holidays from 0630-0730. The only exception is for Emergency Vehicles. This applies to ALL vehicles Military and Civilian.

The following Federal Holidays listed below are observed:

January 1 st	1 st Monday of September
3 rd Monday of January	2 nd Monday of October
3 rd Monday of February	November 11 th
Last Monday of May	4 th Thursday of November
July 4 th	December 25 th

When a holiday falls on a Sunday, the following Monday will be observed as a holiday and when a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government Agencies. Any other Congressional or Presidential imposed Federal Holiday. Contractors are also requested not to schedule work on Christmas Eve and New Years Eve.

52.000-4006 MATERIAL APPROVAL SUBMITTALS

a. Any material submittals required by FAR clause 52.236-5 entitled, "Materials and Workmanship", and requested deviations from the Technical Provisions shall be submitted on ENG Form 4025-R, "Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer's Certifications". Required certificates, manufacturing brochures, etc., shall be submitted in four (4) copies unless otherwise specified. The Contractor shall submit one sample when approval is required. Submittals requiring manufacturer's certifications must be executed by an officer of the manufacturing company and notarized. Approval of materials or equipment not noted as a deviation shall not relieve the Contractor from complying with the applicable Technical Provisions.

b. Testing. Required tests shall be performed by the Contractor. If any sample fails to meet specification requirements, the materials represented by the sample shall be replaced with materials which meet specifications. Any retesting costs shall be borne by the Contractor. Samples shall be clearly identified. The Government reserves the right to sample and test materials for compliance with appropriate specifications.

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 60 calendar days after receiving award. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (Oct 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (APR 2003).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.).

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).

(vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition--**

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far or farsite.hill.af.mil

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate

workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
6.5%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Fort Riley, Kansas, Riley County 66442.

(End of provision)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JUN 2003)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: none.

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

- (A) A description of the foreign and domestic construction materials;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Price;
 - (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
- (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....			
Domestic construction material...			
Item 2			
Foreign construction material....			
Domestic construction material...			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)

(a) Definitions. As used in this clause

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

52.0000-4202 PRO-NET BENEFITS

All contractors are requested to utilize the PRO-Net program to assist them in obtaining resources to meet their contractual requirements. PRO-Net is an electronic gateway of procurement information - for and about small business. It is a search engine for contracting officers, a marketing tool for small firms and a "link" to procurement opportunities and important information. It is designed to be a "virtual" one-stop-procurement-shop. PRO-Net is an Internet-based database of information on small, disadvantaged, 8(a) and women-owned business. It is FREE to federal and state government agencies as well as prime and other contractors seeking small business contractors, subcontractors and/or partnership opportunities. As an electronic gateway, PRO-Net provides access and is linked to the Commerce Business Daily (CBD), federal and state agency homepages and other sources of procurement opportunities. The SBA home page address is www.sba.gov. The PRO-Net address is pro-net.sba.gov.
(End of provision)

DAVIS-BACON WAGE DETERMINATION

General Decision Number: KS030011 06/13/2003

General Decision Number: KS030011 06/13/2003

Superseded General Decision No. KS020011

State: **Kansas**

Construction Type:

BUILDING

County(ies):

RILEY

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number Publication Date

0 06/13/2003

COUNTY(ies):

RILEY

PLUM0165A 01/01/2003

	Rates	Fringes
PLUMBERS	25.04	8.05

ROOF0020P 09/01/2002

	Rates	Fringes
ROOFERS	22.11	6.54

SFKS0669B 04/01/2003

	Rates	Fringes
SPRINKLERFITTERS	28.31	7.10

 SHEE0077C 06/01/2001

	Rates	Fringes
SHEETMETAL WORKERS (Including HVAC Duct Work)	23.58	7.34

SUKS1029A 03/01/2000

	Rates	Fringes
BRICKLAYERS	18.00	
CARPENTERS (Including Drywall Hanging and Excluding Insulation, Batt)	12.93	3.01
CEMENT MASONS	11.00	0.44
LABORERS:		
Unskilled (Excluding Blown Installation)	8.42	
PAINTER:		
Brush/Roller (Including Drywall Finishing)	11.39	
POWER EQUIPMENT OPERATORS:		
Backhoe	13.19	2.68
Rollers (All Types)	10.53	

WELDERS - Receive rate prescribed for craft performing operation
to which welding is incidental.

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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates
listed under that identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a
position on a wage determination matter
- * a conformance (additional classification and rate)
ruling

On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour
Regional Office for the area in which the survey was conducted
because those Regional Offices have responsibility for the
Davis-Bacon survey program. If the response from this initial
contact is not satisfactory, then the process described in 2.)
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal
process described here, initial contact should be with the Branch
of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238290.
- (2) The small business size standard is \$12M.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.
- (6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--
- (i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (c) Definitions. As used in this provision--
- Service-disabled veteran-owned small business concern--
- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of

this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2002)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act --Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

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